

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reliance Communications, LLC		11/02/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Monroe Capital Partners Fund LP, as Administrative Agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3052368	SCHOOLMESSENGER	
Registration Number:	3369961	TALK ABOUT IT	
Registration Number:	3389497	TALK ABOUT IT ANONYMOUS HELP FOR STUDENTS	
Registration Number:	3729436	SWIFTWAVE NETWORK	
Registration Number:	3792793	SMARTCALL	
Registration Number:	3947160	NO PARENT LEFT BEHIND	
Serial Number:	85099220	AUTOMESSENGER	
CORRESPONDENCE DATA			
Fax Number:	(312)499-6701		
Phone:	(312) 499-6700		
Email:	tapatterson@duanemorris.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Brian P. Kerwin		
Address Line 1:	190 South LaSalle Street, Suite 3700		

OP \$190.00 3052368

900206329

**TRADEMARK
 REEL: 004654 FRAME: 0831**

Address Line 2: Duane Morris LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: F6270-00005

NAME OF SUBMITTER: Brian P. Kerwin

Signature: /Brian P. Kerwin/

Date: 11/03/2011

Total Attachments: 21

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated as of November 2, 2011, is made by **RELIANCE COMMUNICATIONS, LLC**, a California limited liability company (“**Borrower**”), in favor of **MONROE CAPITAL PARTNERS FUND LP**, a Delaware limited partnership in its capacity as administrative agent for the Lenders identified below (“**Agent**”).

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”) by and among the Borrower, **RELIANCE INTERMEDIATE, INC.**, a Delaware corporation (“**Reliance Intermediate**” or the “**Other Borrower**”), Agents, and the financial institutions from time to time party thereto (collectively, the “**Lenders**”), the Lenders have agreed to make certain Loans to the Borrower and the Other Borrower.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: “Copyrights,” “Intellectual Property,” “Intellectual Property Licenses,” “Patents,” “Paid in Full,” “Secured Obligations” and “Trademarks.”

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due of all of the Secured Obligations, Borrower hereby grants to and in favor of Agent (for the benefit of Lenders and Agents) a first priority perfected security interest and lien having priority over all other security interests and Liens (other than Permitted Liens), with power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of Borrower’s right, title and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired.

3. Representations and Warranties. Borrower hereby represents and warrants to Agent, which representations and warranties shall survive the execution and delivery of this IP Security Agreement, that as of the date hereof:

(i) Exhibit A hereto lists all Intellectual Property which is registered or for which an application for registration is pending that is owned by Borrower in its own name and all Intellectual Property Licenses to which Borrower is a licensee of a registered or applied for Patent, Copyright or Trademark. Borrower is the sole and exclusive owner of the entire and

unencumbered right, title and interest in and to such Intellectual Property that is United States Intellectual Property free and clear of any Liens, except for any applicable Permitted Liens; and

(ii) Borrower is duly authorized to execute and deliver this IP Security Agreement and perform its terms, this IP Security Agreement has been executed and delivered by a duly authorized officer of the Borrower, and this IP Security Agreement is a legally valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally and to general principles of equity.

4. Restrictions on Future Agreements. Borrower agrees that until all Secured Obligations shall have been Paid in Full, Borrower shall not, without the prior written consent of Agent, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property, except as expressly permitted under the Credit Agreement and the Guaranty and Collateral Agreement (including, without limitation, with respect to Permitted Liens), and Borrower further agrees that it shall comply with the covenants set forth in Section 5.7 of the Guaranty and Collateral Agreement.

5. New Intellectual Property. If, before all Secured Obligations shall have been Paid in Full, Borrower shall (i) become aware of any existing material Intellectual Property of which Borrower has not previously informed Agent, (ii) obtain rights to any new patentable inventions or other material Intellectual Property, or (iii) become entitled to the benefit of any material Intellectual Property which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement above shall automatically apply thereto and Borrower shall comply with Section 5.7(f) of the Guaranty and Collateral Agreement (and the notice requirement set forth therein). Provided Agent gives written notice to Borrower, Borrower hereby authorizes Agent to modify this IP Security Agreement by amending Exhibit A to include any such Intellectual Property, and to file or refile this IP Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable. Upon Agent's reasonable request, Borrower agrees to duly execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Agent's interest (for the benefit of itself and Lenders) in all Intellectual Property added to Exhibit A pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this IP Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property collaterally assigned hereunder, and (ii) such time as the Secured Obligations have been Paid in Full. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent (for the benefit of Lenders and Agents) of all Intellectual Property shall be worldwide and as extensive as the rights of Borrower to use such Intellectual Property, and without any liability for royalties or other related charges from Agents or Lenders to Borrower. Upon the occurrence and during the continuance of any Event of Default, Borrower hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Agent (for the benefit of Lenders and Agents) as assignee of Borrower's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as

appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Agent (for the benefit of Lenders and Agents) as assignee of Borrower's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Agent (for the benefit of Lenders and Agents) as assignee of Borrower's entire interest therein and in the goodwill of Borrower's business connected therewith and symbolized thereby.

7. Effect on Credit Agreement. Borrower acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this IP Security Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

8. [Reserved].

9. Release of IP Security Agreement. Upon such time as the Secured Obligations are Paid in Full, this IP Security Agreement shall terminate, and Agent shall execute and deliver any document reasonably requested by Borrower, at Borrower's sole cost and expense, as shall be necessary or advisable to evidence termination of the security interest granted by Borrower to Agent (for the benefit of Lenders and Agents) hereunder.

10. Expenses. All reasonable out-of-pocket costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All reasonable out-of-pocket fees, costs and expenses, of whatever kind or nature, including Attorney Costs incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any Taxes (other than Excluded Taxes), maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by Borrower on demand by Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the default rate of interest set forth in the Credit Agreement.

11. Duties of Borrower. Borrower shall have the duty to the extent commercially reasonable and in Borrower's good faith business judgment: (i) to file and prosecute diligently any Patent or Trademark applications pending as of the date hereof or hereafter that are material to Borrower's business or necessary for the conduct of Borrower's business, (ii) to make application on unpatented but patentable inventions and on Trademarks that are material to Borrower's business or necessary for the conduct of Borrower's business, and (iii) to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable,

under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Borrower in its Trademarks). Any and all costs and expenses incurred in connection with Borrower's obligations under this Section 11 shall be borne by Borrower. Borrower shall comply with Section 5.7 of the Guaranty and Collateral Agreement with respect to the abandonment of any Intellectual Property.

12. Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all reasonable out-of-pocket costs and expenses (including, without limitation, Attorney Costs) incurred by Agent in the exercise of its rights under this Section 12 in accordance with and pursuant to any limitations set forth in Sections 15.5 and 15.17, as applicable, of the Credit Agreement.

13. Waivers. No course of dealing between Borrower and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this IP Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this IP Security Agreement in any jurisdiction.

15. Modification. This IP Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Agent.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement (or the Guaranty and Collateral Agreement), or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to

any person or entity. This power of attorney being coupled with an interest shall be irrevocable until all Secured Obligations shall have been Paid in Full.

17. Indemnification. Borrower hereby agrees to and shall defend, indemnify, save, and hold Agents, Lenders and their respective officers, directors, employees, managers, affiliates, attorneys and agents harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any person or entity arising out of or relating to this IP Security Agreement or the transactions contemplated hereby, and (b) all costs, expenses, charges, penalties, damages, and losses (including, without limitation, Attorneys Costs) in any way suffered, incurred, or paid by Agent, Lenders as a result of or in any way arising out of, following, or consequential to this IP Security Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by Agent solely as a result of its willful misconduct or gross negligence as finally determined in a non-appealable judicial proceeding, and otherwise in accordance with and pursuant to any limitations set forth in Sections 15.5 and 15.17, as applicable, of the Credit Agreement. The indemnification obligations of Borrower provided hereby shall survive the termination of this IP Security Agreement and the Credit Agreement.

18. Binding Effect; Benefits. This IP Security Agreement shall be binding upon Borrower and its respective successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, Borrower shall not assign this IP Security Agreement or any of Borrower's obligations hereunder without the prior written consent of Agent.

19. Governing Law. This IP Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Illinois, without regard to choice of law or conflict of law principles.

20. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This IP Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

21. Further Assurances. Borrower agrees to promptly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this IP Security Agreement and agreements set forth herein. Borrower acknowledges that a copy of this IP Security Agreement will be filed by the Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Borrower.

22. Survival of Representations. All representations and warranties of Borrower contained in this IP Security Agreement shall survive the execution and delivery of this IP Security Agreement and shall be remade as true and correct in all material respects (provided that if any representation or warranty is by its terms qualified by concepts of

materiality, such representation or warranty shall be true and correct in all respects) on the date of each borrowing under the Credit Agreement.

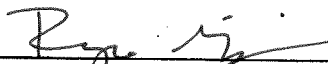
23. **Venue: Jury Trial Waiver.** (a) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS IP SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE COURTS LOCATED IN THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, AT THE SOLE OPTION OF AGENT, IN ANY OTHER COURT IN WHICH AGENT SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

(b) **TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION, BORROWER AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS IP SECURITY AGREEMENT. BORROWER HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.**

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

**RELIANCE COMMUNICATIONS,
LLC**, a California limited liability company

By: 
Name: Ryan Milligan
Title: Vice President

Agreed and Accepted
as of this ~~October 2~~, 2011
November

MONROE CAPITAL PARTNERS FUND LP,
as Agent

By: Monroe Capital Partners Fund LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: Alex Franky
Title: Managing Director

Intellectual Property Security Agreement

TRADEMARK
REEL: 004654 FRAME: 0839

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

**RELIANCE COMMUNICATIONS,
LLC**, a California limited liability company

By: _____
Name: Ryan Milligan
Title: Vice President

Agreed and Accepted

as of this ~~October~~ 2, 2011
November

MONROE CAPITAL PARTNERS FUND LP,
as Agent

By: Monroe Capital Partners Fund LLC,
a Delaware limited liability company,
its general partner


By: 
Name: Alex Franky
Title: Managing Director

EXHIBIT A

See attached.

EXHIBIT A

INTELLECTUAL PROPERTY

Patents:

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Voice Message Delivery System and Method	Application Pending, patent not yet issued	12/512,959	Pending Application	7/30/2009

Trademarks:

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Reliance Communications, LLC	AUTOMESSENGER	85/099,220	Not yet registered.	8/3/2010	Not yet registered.
Reliance Communications, LLC	NO PARENT LEFT BEHIND	85/070,734	3,947,160	6/24/2010	4/19/2011
Reliance Communications, LLC	SMARTCALL	77/841,216	3,792,793	10/5/2009	5/25/2010
Reliance Communications, LLC	SWIFTWAVE NETWORK	77/545,165	3,729,436	8/12/2008	12/22/2009
Reliance Communications, LLC	SCHOOLMESSENGER	76/601,197	3,052,368	7/8/2004	1/31/2006
Reliance Communications, LLC	TALK ABOUT IT	77-041,227	3,369,961	11/10/2006	1/15/2008
Reliance Communications, LLC	TALK ABOUT IT ANONYMOUS HELP FOR STUDENTS (Stylized)	77-048,958	3,389,497	11/21/2006	2/26/2008

Copyrights Claimed

Title of Copyrightable Works	Type
3Com Configuration for SchoolMessenger	Install, training & setup documentation
Advanced Training with v7	Install, training & setup documentation
Communicating with Impact Instructor Guide	Install, training & setup documentation
Communicating with Impact Participant Guide	Install, training & setup documentation
Creating an Effective Survey Instructor Guide	Install, training & setup documentation

Creating an Effective Survey Participant Guide	Install, training & setup documentation
CUCM SIP Trunk Configuration for SchoolMessenger	Install, training & setup documentation
Data Synchronization Overview	Install, training & setup documentation
Getting Started Checklist	Install, training & setup documentation
Getting Started with v7	Install, training & setup documentation
Getting Started with Your Notification System Instructor Guide	Install, training & setup documentation
Getting Started with Your Notification System Participant Guide	Install, training & setup documentation
Implementation Plan	Install, training & setup documentation
Installing and Configuring your SmartCall Server	Install, training & setup documentation
Installing the Flash Drive	Install, training & setup documentation
Media Advisory	Customer self-marketing materials
Outreach flyer and website posting	Customer self-marketing materials
Parent Introduction Language	Customer self-marketing materials
POS Data Export Options	Install, training & setup documentation
Quick Start for New Users	Install, training & setup documentation
Recommended Security Profile Settings	Install, training & setup documentation
Requirements for Sending SMS Text Messages	Install, training & setup documentation
Sample communication to parents regarding SMS verification	Customer self-marketing materials
School District Sample Press	Customer self-marketing materials
SchoolMessenger Data Integration Module Setup	Install, training & setup documentation
SchoolMessenger Flex Overview and Install	Install, training & setup documentation
SchoolMessenger IP Phone Service Setup Instructions	Install, training & setup documentation
Simple Capacity Planning	Install, training & setup documentation
Skylert Setup and File Export Instructions	Install, training & setup documentation
SM PRI Circuit Provisioning Requirements	Install, training & setup documentation
System Administrator Outline	Install, training & setup documentation
Train the Trainer Outline	Install, training & setup documentation
Whitelisting the SchoolMessenger SMTP servers	Install, training & setup documentation

*Please note that none of the copyrights claimed have been the subject of copyright registration by the Company or its Subsidiaries.

Intellectual Property Subject to Licensing or Franchise Agreement:

None

Intellectual Property Licenses as Licensor:

Those certain agreements that Reliance Communications, LLC enters into in the ordering course of its business (including those entered into by AnComm), which shall grant, during the term of the contract, a non-exclusive, non-transferrable and terminable license.

Under the following contracts, Reliance Communications grants the other party, during the term of the contract, a non-exclusive, non-transferable and terminable license.

1. Master Agreement for Products and Services with West Bend Schools dated August 4, 2008.
2. Master Agreement for Products and Services with Hawthorne School District dated July 1, 2008.
3. Master Agreement for Products and Services with Garland Independent School District dated January 17, 2008.
4. Master Agreement for Products and Services with Norwich Public Schools.
5. Master Agreement for Products and Services with Frisco Independent School District dated June 1, 2007.
6. Master Agreement for Products and Services with Valley Stream Union Free School District 2.
7. Master Agreement for Products and Services with Catholic Diocese of Arlington dated September 15, 2008.
8. Master Agreement for Products and Services with Pueblo City Schools dated February 10, 2009.
9. Master Agreement for Products and Services with Brea Olinda Unified School District dated January 12, 2009.
10. Master Agreement for Products and Services with The School District of Upper Dublin dated August 14, 2007.
11. Master Agreement for Products and Services with Allentown School District dated August 23, 2007.
12. Master Agreement for Products and Services with Calcasieu Parish School District dated July 1, 2009.
13. Master Agreement for Products and Services with Aldine ISD dated February 9, 2009.
14. Master Agreement for Products and Services by and between Dallas Independent School District, and Reliance Communications, Inc., dated May 1, 2007.

15. Master Agreement for Products and Services with Auburn School District dated June 26, 2009.
16. Master Agreement for Products and Services with Bay-Arenac ISD dated July 9, 2009.
17. Master Agreement for Products and Services with Clark-Pleasant Community School Corporation dated June 24, 2009.
18. Master Agreement for Products and Services with Clementon Borough School District dated May 29, 2009.
19. Master Agreement for Products and Services with Fort Lee School District dated June 1, 2009.
20. Master Agreement for Products and Services with Fox Chapel Area School District dated September 9, 2009.
21. Master Agreement for Products and Services with Gilchrist County School District dated June 17, 2009.
22. Master Agreement for Services with Kamehameha Schools dated August 25, 2009.
23. System-Wide Requirements Agreement for Auto-Dialing Systems and Related Services by and between New York City Board of Education, and Reliance Communications, Inc., dated July 1, 2007.
24. Contract Agreement with Orange County Public Schools.
25. Master Agreement for Products and Services with Ringling Independent School District 14 dated October 1, 2009.
26. Master Agreement for Products and Services with Tredyffrin/Easttown School District dated September 29, 2008.
27. Master Agreement for Products and Services with Capitol Region Education Council dated November 16, 2009.
28. Master Agreement for Products and Services with Board of Education of Barrington 220 School District dated April 23, 2010.
29. Master Agreement for Products and Services with Bear Valley United School District dated September 24, 2009.
30. Master Agreement for Products and Services with Berkeley Unified School District dated July 1, 2011.

31. Master Agreement for Products and Services with Community Consolidated School District 21 dated October 22, 2010.
32. Master Agreement for Products and Services with Cecil County Public Schools dated July 15, 2010.
33. Contract with Easton Public Schools dated April 23, 2010.
34. Master Agreement for Products and Services with School Board of Escambia County, Florida dated June 14, 2010.
35. Master Agreement for Products and Services with Fayette County School District dated March 30, 2011.
36. Master Agreement for Products and Services with Garland Independent School District dated January 17, 2011.
37. Master Agreement for Products and Services with Gilroy Unified School District dated July 1, 2011.
38. Master Agreement for Products and Services with Hasbro, Inc. dated July 19, 2010.
39. Master Agreement for Products and Services with Issaquah School District 411 dated June 1, 2010.
40. Agreement Addendum to the Agreement dated May 7, 2009 with Jefferson County School District dated June 4, 2010.
41. Form of Statement of Work dated August 1, 2010 with Kamehameha Schools and Professional Services Agreement dated August 1, 2010 with Kamehameha Schools.
42. Master Agreement for Products and Services with Las Cruces Public Schools dated August 15, 2010.
43. Master Agreement for Products and Services with Marion County School District 24J dated June 1, 2010.
44. Master Agreement for Products and Services with Monterey Peninsula Unified School District dated June 1, 2010.
45. Agreement with Montgomery UI effective April 8, 2011.
46. Master Agreement for Products and Services with Murray State University dated September 1, 2010.
47. Standard Services Agreement with Needham Public Schools dated June 2, 2010.

48. Master Agreement for Products and Services with North Mason School District 403 dated December 11, 2010.
49. Master Agreement for Products and Services with Northshore School District dated September 22, 2010.
50. Master Agreement for Products and Services with North Penn School District dated July 1, 2010.
51. Master Agreement for Products and Services with Oakland Unified School District dated November 30, 2009.
52. Master Agreement for Products and Services with Oxford Community Schools dated May 19, 2011.
53. Master Agreement for Products and Services with Pendleton SD 16R dated June 16, 2010.
54. Agreement with Region 10 Service Center effective August 1, 2011.
55. Master Agreement for Products and Services with Rescue Union School District dated August 4, 2010.
56. Master Agreement for Products and Services with Selma Unified School District dated July 1, 2011.
57. Agreement with Tacoma School District No. 10 executed July 6, 2011.
58. Standard General Contract with Town of Hudson dated March 26, 2010.
59. North Andover Public Schools Contract dated January 9, 2008.
60. Maintenance Coverage for Ysleta Independent School District dated December 10, 2008 for one (1) year term.
61. Pricing Guarantee with Moraine Valley Community College dated September 24, 2008.
62. Service Agreement for Professional Services, On-Site Installation, Configuration and Training and Annual Total Care Service with Anchorage School District dated June 23, 2006.
63. Richland County School District One Intent to Award Statement dated March 25, 2009.
64. Statement of Work dated September 8, 2009 with Kamehaemha Schools
65. Letter from Vail Unified School District No. 20 dated September 29, 2008.

66. Contract for Dialer/Messenger Services with Boulder Valley School District.
67. Contract for Services with Hudson Public Schools dated June 22, 2011.
68. Contract with Knox County ("Knox") dated May 11, 2011
69. Agreement for Contractor Services with The School Board of Lake County, Florida executed June 13, 2011
70. Contract for Centralized Communications System Services with Wake County Public Schools dated April 27, 2011
71. Master Agreement for Services with Spring Independent School District dated June 18, 2010
72. Contract with Roanoke City Public Schools dated July 7, 2011
73. Contract with Aldine ISD executed 10/20/2011.
74. Contract with Eastern Upper Peninsula Intermediate School District executed September 21, 2011.
75. Contract with St. Petersburg College dated June 16, 2011.
76. Contract with Kent Intermediate School District executed August 24, 2011.
77. Agreement for Development, Hosting and Application Services with Skyward, Inc. dated May 6, 2008, as amended.
78. Promotion and Marketing Agreement with Software Technology, Inc. dated as of June 24, 2009.

AnComm Customer Contracts:

Customer	State	Effective Date	Licensing Fee
All Saints Episcopal School	TX	1/4/11	3,000.00
Alton C. Crews Middle School	GA	6/2/11	3,000.00
Anahuac I.S.D.	TX	8/18/10	3,000.00
Ball High School	TX	12/16/10	2,995.00
Barbers Hill ISD	TX	6/1/11	7,500.00
Belhaven Middle School	NJ	1/1/11	1,995.00
Big Spring I.S.D.	TX	8/23/10	5,990.00
Bishop Lynch High School	TX	8/9/10	3,000.00
Brady I.S.D.	TX	8/4/10	6,000.00
Brewton City Board of Education	AL	10/1/10	1,497.50
Brooks County ISD	TX	8/1/11	3,000.00

Customer	State	Effective Date	Licensing Fee
Brookstone School	GA	8/18/11	3,000.00
Brownsville Independent School District	TX	4/1/11	21,000.00
Burleson I.S.D.	TX	1/5/11	8,086.50
Canyon High School	CA	8/29/11	3,000.00
Canyon Vista Middle School	TX	7/1/11	-
Carroll I.S.D.	TX	11/4/10	15,000.00
Carrollton-Farmers Branch I.S.D.	TX	11/30/11	2,995.00
Carterville Unit #5 Schools	IL	8/15/11	3,000.00
Cedar Hill I.S.D.	TX	8/25/10	11,380.00
Chesterfield Co. (VA) Schools	VA	8/11/11	16,000.00
Chico I.S.D.	TX	1/11/11	2,995.00
Christ Presbyterian Academy	TN	8/11/11	3,000.00
Christoval High School	TX	12/17/10	3,000.00
Cincinnatus Central School	NY	9/1/10	2,000.00
Coahoma Co. School District	MS	12/1/10	2,995.00
Copperas Cove ISD	TX	9/1/10	6,000.00
Darlington School	GA	8/9/11	3,000.00
Dream Inc.	MS	7/28/10	26,000.00
East Central I.S.D.	TX	10/28/10	3,000.00
Episcopal High School	LA	10/29/10	3,000.00
Eula Secondary School	TX	8/23/11	3,000.00
Fayette County Public Schools	GA	6/1/11	3,000.00
Franklin County Middle School	GA	8/21/10	2,995.00
General McLane School District	MS	8/28/10	2,995.00
Gloucester Public Schools	VA	11/5/10	5,990.00
Hanover County Public Schools	VA	9/6/11	3,000.00
Harlandale ISD	TX	10/21/10	23,960.00
Heritage Academy	MS	10/25/11	3,000.00
Houston Academy	AL	8/15/11	3,000.00
Jackson Academy	MS	8/10/11	3,000.00
Jackson Preparatory School	MS	8/1/11	3,000.00
Jacksonville H.S.	AL	8/10/10	2,995.00
Jefferson Davis Co. Schools	MS	9/3/10	4,492.50
John Glenn Middle School	CA	3/30/11	2,995.00
Joshua I.S.D.	TX	10/14/10	2,995.00
Keller I.S.D.	TX	11/1/10	20,965.00
Keller I.S.D. Employee Site	TX	8/1/11	4,000.00
Lakeview Academy	GA	10/6/10	3,000.00
Lamar County School District	MS	7/22/10	3,750.00
Landmark Christian School	GA	9/14/10	3,000.00
Larson Elementary	TX	8/25/10	2,995.00
Loflin Middle School	TX	4/19/11	2,995.00
Lovett School	GA	8/15/11	3,000.00
Lubbock Independent School District	TX	4/1/11	12,000.00
Lutheran South Academy	TX	8/18/10	2,995.00

Customer	State	Effective Date	Licensing Fee
Madison-Ridgeland Academy	MS	1/3/11	3,000.00
Manor I.S.D.	TX	10/19/10	2,000.00
Marist School	GA	7/10/11	2,995.00
Mason I.S.D.	TX	5/17/11	2,995.00
Meridian Public School District	MS	8/5/10	11,295.00
Mesquite I.S.D.	TX	8/18/10	5,990.00
Mississippi National Guard	MS	10/1/11	10,000.00
Montgomery Academy	AL	9/19/11	3,000.00
Montgomery Catholic Preparatory School	AL	5/1/11	3,000.00
MS Dept. of Mental Health	MS	1/1/11	20,000.00
MS Transitional Outreach Program	MS	1/5/11	24,000.00
Newton Co. School District	MS	8/13/11	2,995.00
Northfield Community School	NJ	9/1/10	2,500.00
Northland Christian School	TX	8/16/10	3,000.00
Oconee County Schools	GA	8/3/11	3,000.00
Oxford Middle School	MS	8/6/10	2,995.00
Pace Academy	GA	8/12/11	3,000.00
Palm Desert High School	CA	8/29/11	3,000.00
Pantego Christian Academy	TX	8/18/11	3,000.00
Parkview Baptist School	LA	1/3/11	3,000.00
Pearl Public School District	MS	8/10/10	5,990.00
Pflugerville ISD	TX	8/12/11	6,000.00
Pillow Academy	MS	8/11/11	3,000.00
Pomperaug High School	CT	8/21/11	3,000.00
Prestonwood Christian Academy	TX	8/9/11	3,000.00
Recovery Social Network - DMH	MS	5/3/10	20,000.00
Ridgeview Middle School	TX	11/22/10	3,000.00
Rockdale County Public Schools	GA	7/28/11	7,000.00
Salem City Schools	VA	1/3/11	3,000.00
San Marcos Baptist Academy	TX	8/21/11	2,995.00
Schleicher I.S.D.	TX	9/20/10	3,000.00
Sheldon I.S.D.	TX	4/8/10	2,995.00
South Panola School District	MS	10/15/11	6,000.00
Southern NM Adolescent Consortium	NM	4/8/11	2,995.00
Southwest I.S.D.	TX	2/13/11	3,000.00
Spring I.S.D.	TX	8/25/10	32,945.00
St. Andrews Episcopal	MS	8/1/11	3,000.00
St. Thomas Episcopal School	TX	9/15/11	3,000.00
The Awty International School	TX	8/19/11	2,995.00
The Dunham School	LA	1/24/11	2,000.00
The Walker School	GA	8/9/11	2,995.00
Trinity Presbyterian School	AL	8/15/11	3,000.00
UMS Wright	AL	10/20/11	3,000.00
Ventnor Public Schools	NJ	9/7/10	2,995.00
Vicksburg Warren School District	MS	10/18/10	3,000.00

Customer	State	Effective Date	Licensing Fee
Wayne Co. School District	MS	8/1/10	2,995.00
Wesleyan School	GA	8/1/11	3,000.00
West Bolivar School District	MS	8/1/10	4,495.00
West Point School District	MS	7/30/11	2,995.00
Westminster Schools	GA	8/18/11	2,995.00
Wynne Public Schools	AR	8/19/10	5,990.00

Intellectual Property Licenses as Licensee:

1. TechRadium, Inc. Patent License Agreement.

a. Licensing the following patents:

- U.S. Patent No. 7.130.389
- U.S. Patent No. 7.174,005
- U.S. Patent No. 7,362.852
- U.S. Patent No. 7.684.548
- U.S. Patent No. 7.418.085
- U.S. Patent No. 7,496.183
- U.S. Patent No. 7,519,165
- U.S. Patent No. 7.624.171
- U.S. Patent No. 7.685,245
- Application Serial No. 11/522,723
- Application Serial No. 11/746,509
- Application Serial No. 11/746,518
- Application Serial No. 11/960.155
- Application Serial No. 11/960,239
- Application Serial No. 11/960,316
- Application Serial No. 11/960.346
- Application Serial No. 11/960,436
- Application Serial No. 11/960,462
- Application Serial No. 11/960,482
- Application Serial No. 12/560,989
- Application Serial No. 12/561.017
- Application Serial No. 12/561,047
- Application Serial No. 12/561.084

2. Air2Web, Inc. Application and Services Agreement and Amendment No. 1 to Application and Services Agreement effective as of June 25, 2009.

- a. License to use Computer Software known as Direct Text™

3. Loquendo License Agreement executed December 13, 2006.

- a. License to use Loquendo TTS SDK, Loquendo TTS Voice Susan, Loquendo TTS Voice Dave, Loquendo TTS Voice Carlos, and Loquendo TTS Voice Esperanza
4. Loquendo Value Added Reseller License Agreement executed July 9, 2007.
 - a. Licensing the Loquendo TTS TTS Multilanguage/Multi-voice Text-To-Speech synthesizer
5. Message Systems, Inc. License Agreement dated May 1, 2009.
 - a. License to use Delivery Manager Version 3.0
6. SL Software License Agreement effective as of April 26, 2011.
 - a. License to use the RTView Application
7. Percona, Inc. Technical Support & Consulting Contract effective as of May 25, 2011.
 - a. License to use all software programs or products that constitute or include derivative or collective works, customizations, enhancements, or new modules or components of existing software or applications created by Percona, including existing open source tools or utilities and any pre-existing works of Percona.
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<http://www.verisign.com/repository/agreements/serverClass3Org.html>
- 15. JpGraph License Agreement dated April 18, 2006.
 - a. License to use all versions of 1.xx of JpGraph
- 16. Microsoft Visual Studio 2008 Professional License Agreement
 - a. Single user license to use Microsoft Visual Studio 2008 Professional Edition